

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
ACTS CONSTRUCTION, INC.**

**FOR
FUEL TANK INSTALLATION AT SHERIFF'S MAINTENANCE FACILITY
ITB # 10-0409**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Acts Construction, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), # 10-0409, for procurement of services to provide installation of a fuel tank at the Lake County Sheriff Maintenance Facility; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to install an above ground 3000 gallon fuel tank at the Lake County Sheriff Maintenance Facility located at 1925 East McDonald Avenue, Eustis, Florida 32726, hereinafter referred to as the "Project."

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment necessary to perform the work in

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accordance with the Scope of Work, attached hereto and incorporated herein by reference as , and any changes thereto reflected in Addendum # 1, dated November 20, 2009, and Addendum # 2, dated December 11, 2009, attached hereto and incorporated herein by reference as **Exhibit B**. It is understood that the Scope of Work may be modified by change order as actual work on the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 This Agreement shall be effective upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been delivered, completed, and accepted by the COUNTY's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

3.3 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. CONTRACTOR shall complete the Project within ninety (90) calendar days after the date the purchase order or related Notice to Proceed is issued. No additional days shall be granted for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY.

Should the CONTRACTOR fail to complete the work within ninety (90) days, it is hereby agreed and understood that the COUNTY reserves the authority to cancel the contract with the

CONTRACTOR and secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY shall be responsible for reimbursing the CONTRACTOR for work which was completed and found acceptable to the COUNTY in accordance with the Agreement specifications. The COUNTY may, at its option, demand payment from the CONTRACTOR through an invoice or credit memo for any additional costs over and beyond the original Agreement price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the Agreement for default.

Article 4. Payment

4.1 COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder, the fixed lump sum price of **Thirty Eight Thousand Seventy One Dollars (\$38,071.00)**, the CONTRACTOR'S base bid, including all applicable taxes, materials, labor, supervision, management and overhead. Any further payment shall occur only after a duly authorized change order has been issued in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request.

4.2 Upon completion and acceptance of the work required in conjunction with this Agreement, CONTRACTOR shall submit one lump sum invoice that reflects the total value of the Agreement. This invoice shall be submitted in duplicate to the COUNTY user department at P.O. Box 7800, Tavares, Florida 32778.

4.3 All invoices submitted shall contain the bid number, a detailed description of the services provided, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment and the CONTRACTOR may be considered in default of Agreement and its Agreement may be terminated.

4.4 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.5 CONTRACTOR shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.6 The CONTRACTOR agrees and acknowledges that if this Project is to be funded by Federal or State grant monies, or other local agency monies, the CONTRACTOR agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relative documents related to the Project and as specifically requested by the Federal or State granting agency. The CONTRACTOR additionally hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.


Article 5. CONTRACTOR Responsibilities

5.1 CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.2 Unless otherwise stated in this Agreement, CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory Agreement performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY's Project Manager.

5.3 CONTRACTOR shall be solely responsible for obtaining and paying for all required licenses, permits, or inspections for this Project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, or inspections shall be borne solely by the CONTRACTOR. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement. The following are the current building permit fees required for this project, which fees may be subject to change:


Plumbing/Mechanical	\$75
Electrical	\$75
Gas	\$75



In addition, there will be a fee of one half cent per square foot of area repaired or renovated.

Structural/Concrete	There is a three cent per square foot fee, with a minimum fee of \$75.
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5.4 CONTRACTOR shall remain appropriately licensed throughout the course of this Project. Failure to maintain all required licenses shall entitle COUNTY, at its option, to terminate this Agreement. CONTRACTOR's License Numbers are **CGC 008402** and **PCC 045038**.



5.5 CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the work. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation.

The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

Article 6. COUNTY Responsibilities

6.1 COUNTY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

6.2 COUNTY shall designate a County staff member to act as COUNTY's Project Manager.

6.3 COUNTY shall pay in accordance with the provisions set forth in this Agreement for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

6.4 COUNTY retains the right to inspect all work to verify compliance with this Agreement. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 7. Special Terms and Conditions

7.1 Qualifications. CONTRACTOR shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. ✓

7.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

7.4 Insurance. CONTRACTOR shall provide and maintain at all times during the entire term of this Agreement, without cost or expense to COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with

the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits, which are as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired automobile s with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR'S employees are injured,

CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(vi) The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____

Garage Keepers Liability at coverage value: \$ _____

(vii) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on all applicable liability insurance policies.

(viii) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(ix) Certificates of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

(x) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(xi) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xii) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

(xiii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiv) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of Agreement and may result in termination of the Agreement for default.

(xvi) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties set forth in this Agreement.

7.6 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

7.7 Acceptance of Goods or Services. CONTRACTOR acknowledges that it shall hold title to the goods until such time as they are delivered to and accepted by an authorized Lake County representative. The product(s) provided hereunder shall be delivered to the COUNTY and maintained in full compliance with the specifications and requirements set forth in this Agreement. Any goods and/or services purchased as a result of this Agreement may be tested/inspected for compliance with specifications. If a CONTRACTOR-provided product is determined to not meet the specifications and requirements of this Agreement, either prior to

acceptance or upon initial inspection, the item will be returned at the CONTRACTOR's expense to the CONTRACTOR. In the event that any aspect of the goods or services is provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible for paying for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

This project will be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determined acceptance of work, appropriate invoicing and warranty conditions.

7.8 Deficiencies in Work to be Corrected by the CONTRACTOR. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY's project manager, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections

are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs; either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor an invoice or credit memo, the COUNTY may terminate the Agreement for default.

7.9 Manufacturer Warranty Requirements for Equipment. The CONTRACTOR agrees that, unless expressly stated otherwise in this Agreement, the product and/or service furnished as a result of this Agreement shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this Agreement.

A. **Type of Standard Warranty Coverage Required.** CONTRACTOR shall supply to the COUNTY a copy of the manufacturer's and/or supplier's certificates of warranty. The warranty certificates shall provide a comprehensive liability of all components which are covered under the standard warranty. Under no circumstances shall the COUNTY accept a standard warranty period of less than twelve (12) months from the date of acceptance of the equipment. The warranty supplied by the CONTRACTOR shall remain in force for the full period identified by the CONTRACTOR; regardless of whether the CONTRACTOR is under contract with the COUNTY at the time of defect. Any payment by the COUNTY on behalf of the goods or services received from the CONTRACTOR does not constitute a waiver of these warranty provisions.

B. **Correcting Defects Covered Under the Standard Warranty.** If repairs and/or parts covered under the standard warranty become defective and must be repaired and/or replaced by the CONTRACTOR, the CONTRACTOR hereby understands and agrees to complete the repair and/or supply the required parts, at no cost to the COUNTY, within five (5) working days (Saturdays, Sundays and Holidays excluded) after the request for such repairs and/or parts is

made by a COUNTY representative. If the CONTRACTOR fails to complete the repair and/or supply the parts within this prescribed period, the COUNTY may, at its sole option, obtain the repair and/or parts from another source, and/or place the vendor in default of its contract. If, in the course of exercising these options, the COUNTY incurs additional costs, the COUNTY shall charge the CONTRACTOR for the cost; either through a credit memorandum or through invoicing.

C. Type of Warranty Coverage Required for Repairs and Parts. In addition to the standard warranty, it is hereby agreed and understood that all repairs and replacements parts supplied by the CONTRACTOR shall be warranted for a minimum of ninety (90) calendar days after the repairs and/or parts have been received and accepted by the COUNTY.

D. Correcting Repeat Failures Covered Under the Warranty for Repairs and Parts. If any warranty repair experiences a repeat failure within fifteen (15) calendar days following the repair due to faulty workmanship supplied by the CONTRACTOR, the CONTRACTOR hereby understands and agrees that it will repair the failure and incur any and all costs associated with the repeat failure within one (1) working day after notification of the failure by a COUNTY representative. If the CONTRACTOR fails to complete the repair and/or supply the parts within this prescribed period, the COUNTY may, at its sole discretion, deduct \$100 for each working day that the repair remains incomplete and/or the parts are not delivered, either through a credit memorandum, a deduction from an appropriate invoices from the CONTRACTOR, or through a separate invoice from the COUNTY.

7.10 Warranty Shall Be One Year from Date of Acceptance.

A. Type of Warranty Coverage Required. In addition to all other warranties that may be supplied by the CONTRACTOR, the CONTRACTOR shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the COUNTY. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the CONTRACTOR is under contract with the COUNTY at the time of defect. Any payment by the

COUNTY on behalf of the goods or services received from the CONTRACTOR does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty. The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within ten (10) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within ten (10) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may place the CONTRACTOR in default of its contract, and/or procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

7.11 Materials Shall be New and Warranted Against Defects. The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

7.12 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. CONTRACTOR shall conform to all relevant OSHA, State and County regulations during the course of this Agreement. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR. Barricades shall be provided by CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

7.13 Business Hours. No work shall be done on Saturday, Sunday or on any days between the hours of 5:01 p.m. and 7:59 a.m. except when such work is necessary for the proper care and

protection of the work already performed, and when permission to do such work is secured from the designated County Department representative.

7.14 Clean-Up. CONTRACTOR shall remove all unusable materials and debris from the premises at the end of each workday, and dispose of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager.

7.15 Furnish and Install Requirements. The specifications and/or scope of services contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or scope of services shall not relieve CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of the project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.

7.16 Labor, Materials, and Equipment Shall be Supplied by the CONTRACTOR. Unless otherwise stated in this Agreement, CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such material and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY's Project Manager.

7.17 Risk of Loss. The CONTRACTOR assumes the risk of loss or damage to the COUNTY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or third party.

The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

7.18 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.19 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Agreement; and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

7.20 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

7.21 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.22 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.23 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.24 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess

of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.25 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.26 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

7.27 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment.

7.28 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

Article 8. General Conditions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

8.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.10 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.11 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.12 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Lynn N. Croswell, Jr., President
Post Office Box 680427
Orlando, Florida 32868
3274 Overland Road
Apopka, Florida 32703

If to COUNTY:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
315 West Main Street, Suite 308
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Addenda

The remainder of this page intentionally left blank.

Agreement between Lake County and Acts Construction, Inc. for Fuel Tank Installation at Sheriff's
Maintenance Facility ITB 10-0409

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
on the respective dates under each signature: COUNTY, through its Board of County
Commissioners, signed by and through its Chairman, authorized to execute same by Board
Action on the ____ day of _____, 2010, and CONTRACTOR, through its
duly authorized representative.

CONTRACTOR

ACTS CONSTRUCTION, INC.

Name: _____
Title: _____

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Chairman Welton G. Cadwell

This ____ day of _____, 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

EXHIBIT A

Scope of Work

SCOPE OF WORK

New Aboveground Storage Tank (AST), 3000 gallon fuel storage located at 1925 East McDonald Street, in Eustis.

All work shall be performed in accordance with the state of Florida Department of Environmental Protection (DEP), Lake County Growth Management, local municipality, local Fire Department requirements, and public utility company requirements. Successful bidder shall obtain and pay for all necessary permits and certificates required and give proper notices for and during performance of the work.

All products and materials are to be new, undamaged, clean, and in good condition. Successful contractor shall be responsible for safe storage and handling of all materials utilized in the work including any materials furnished by owner (if any). Store and / or handle materials to not adversely affect traffic, drainage, fire protection, or public safety. Inconveniences to public from storage and handling of materials shall be kept to minimum. Contractor shall perform all work in accordance with any applicable manufacturer's instructions.

AST shall be installed on concrete slab cast in place by Contractor, and appropriately sized for dimensions of AST. Foundation slab shall be cast on prepared subsurface in location shown on drawings. Slab shall be cast in manner to ensure AST is level when placed in its final position. The slab needs to be minimum 6" thick, 3000 psi fiber mesh mix concrete with #4 reinforcing bars spaced 12 inches each way.

Piping, valves, and fittings shall comply with Chapter 3 of NFPA 30. All aboveground piping shall be of steel and coated to inhibit corrosion. All underground piping shall be UL-rated fiberglass reinforced epoxy piping for fuel products. All underground iron or steel fittings shall be coated with Black Asphaltum coating. All pipes shall be sloped toward tank to prevent air pockets.

Overfill protection shall be provided by following methods:

1. Direct reading level gauge on tank, visible from fill pipe access; and
2. 95% valve installed in fill line which reacts to high levels of product in tank by closing off fill line to prevent further product introduction.

Collision Protection:

Surround AST with collision protection devices on sides that are exposed to vehicular traffic. Collision protection shall be provided through use of precast concrete barriers such as bollards. Construction and placement of precast concrete barriers must be specified and detailed in shop drawings. Final configuration of collision protection shall be subject to plan review by local tank inspector. Precast concrete barriers shall extend minimum of 36 inches above finished grade; be set into concrete slab minimum of 36 inches; and shall be spaced at appropriate intervals.

AST system including appurtenances shall be installed in strict accordance with manufacturer's recommendations and applicable fire and environmental codes. State and local permits shall be obtained prior to installation.

Contractor shall test all newly installed equipment for compliance with requirements of local, state, and federal regulations and to determine that system is operating properly. Upon completion of installation work, submit to Public Works Project Engineer submittal packet which includes as-built record drawings and copies of all state and local government required paperwork and plan reviews, as well as manufacturers descriptions and specifications for all components of system that were installed as part of Contract. Furnish City of Eustis Fire Department with copy of location drawing that includes description of updated AST.

Contractor is to provide minimum of one hour training to facility personnel demonstrating functions of and maintenance procedure for entire system. Training session must also include instructions on leak detection and record keeping as required by the State of Florida. Guidance must also be given as to how to respond in event of leak in system.

Scope of Work Includes:

1. Notification of state and local authorities, and site preparation.
2. All materials, labor, equipment, and supervision necessary to install a 3000 gallon double-walled aboveground fuel storage tank.
3. Finished product of the work shall comply with all applicable administrative regulatory codes.
4. A 115V electrical connection point will be provided for tie in at the compressor location.

Fuel Tank Description:

1. EnviroSAFE Fuel System: ~~Flameshield~~ Fireguard 3000 Gallon
2. System Dimensions: 66-3/8" 71.25" Diameter x 222" 225.75" Length, Weight: 6,250/lbs. 9,000/lbs.
3. Two (2) hour rating tested, impact and ballistic tested, UL2085 which passes requirements for NFPA 30-30A to ~~SWRI-97-04 NFPA-30 A fire-resistant tank.~~

Includes:

1. ~~Flameshield~~ Fireguard 3000 gallon Tank Mounted on Saddles with 18" Manway
2. 4" Emergency vents (Qty. = 2)
3. 2" Stack vent
4. ~~#818 clock gauge~~ Morrison Bro 818 clock gauge with standard float
5. 7/gal. overspill with lockable cap
6. Monitoring well with 2" cap
7. Kruger Interstitial leak gauge
8. Engineered hurricane tie down
9. 3/4" Automatic shut-off nozzle, swivel, breakaway and 12' x 3/4" hose
10. Tank decal kit
11. Painted red oxide primer / 7016 industrial enamel
12. ~~GPI pump & meter assembly w/anti-siphon~~ Wayne S1 dispenser single hose / single product with 10:1 pulser.
13. Permitting, installation, and concrete
14. Bollards
15. Electric
16. Emergency shut off switch.

PROTECTION OF EXISTING WORK AND FACILITIES

1. Contractor is to verify locations of, and protect, any signs, paved surfaces, buildings, structures, sidewalks, landscaping, streetlights, hydrants, data transmission, utilities, and all other such facilities and improvements that may be encountered or interfered with during progress of the work, both inside and outside construction limits.
2. Notify affected utility companies before starting the work and comply with their requirements.
3. Take all measures necessary to safeguard all existing work and facilities that are outside limits of the work or items that are within construction limits but are intended to remain.
4. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection of work.
5. Provide protection for workmen, public, adjacent construction, and occupants of existing building(s).
6. Burning of debris on property not permitted.
7. Provide adequate fire protection.
8. Notify in writing City of Eustis Fire Department Chief, Public Works Project Engineer as well as other authorized agents, of installation schedule at least 15 days prior to beginning tank installation work. Obtain permits, coordinate with local fire officials, and comply with local ordinances governing aboveground tank installations.

QUALIFICATIONS

1. Tank Installation Company: Company shall specialize in performing work of this section with a minimum of five (5) years experience and must be certified by the State of Florida.
2. Installation, Testing, and Inspection Site Personnel: Individuals specializing in performing work of this section shall have a minimum of five (5) years experience and must be certified by the State of Florida.

SUBMITTALS

Shop Drawings: Submit manufacturer's pre-production shop drawings showing details of construction and materials for AST systems for approval prior to start of installation.

LICENSE INFORMATION

All contractors must be properly licensed and registered with Lake County.

Licensing: The successful contractor shall be appropriately licensed for the work. Successful

SECTION 2- STATEMENT OF WORK

ITB Number: 10-0409

vendor shall register with the Lake County Building Services Division prior to starting work as general contractor or as a sub-contractor. For more information on how to register with Building Services Division contact 352.343.9653 or enter the link below in your web browser.

http://www.lakecountyfl.gov/departments/growth_management/building_services/

EXHIBIT B

Addendum No. 1

Addendum No. 2



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473
www.lakegovernment.com

ADDENDUM NO. 1

Date: November 20, 2009

ITB No. 10-0409

Fuel Tank Installation at Sheriff's Maintenance Facility

This addendum is being issued to make the following changes to the bidding document. The information in this addendum modifies the original bidding documents and takes precedence over the original documents. Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.

Questions and Answers:

Question 1: Nowhere in the statement of work, an automated fuel management / fuel cleaning system was specified. Was this the intent?

Answer 1: It is the County's intent to not specify an automated fuel management / fuel cleaning system.

Question 2: Is this for Gasoline or diesel fuel?

Answer 2: The tank is for gasoline.

Please see attached drawing which depicts the location of the fuel tank.

Firm Name: Acts Construction, Inc. Date: 12-16-09

Signature:  Title: President

Typed/Printed Name: Lynn N. Groswell, Jr.

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473
www.lakegovernment.com

ADDENDUM NO. 2

Date: December 11, 2009

ITB No. 10-0409

Fuel Tank Installation at Sheriff's Maintenance Facility

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The attached substitute solicitation page 15 & 16 and project site drawing is provided as a result of questions asked during the course of the pre-bid conference regarding set-back requirements, pump and meter assembly, and electrical effort to be performed by the responding vendor. All changes/revisions on the revised solicitation page 15 & 16 are noted. The site drawing reflects a slightly revised positioning of the new tank.

Questions and Answers:

Question 1: The specifications call for an Envirosafe fuel system. Are we permitted to bid an alternate equal?

Answer 1: Yes. See solicitation provision 1.17.

Question 2: Is there an existing feeder root on the existing tank?

Answer 2: Irrelevant as the new tank is in a different location than the old tank.

Question 3: Is there an existing-stop on the existing tank?

Answer 3: Irrelevant as the new tank is in a different location than the old tank.

Question 4: Is there data required on the new tank?

Answer 4: Yes. See solicitation provision 1.17.

Page 3 of 6

Replace page 15 & 16 of ITB 10-0409 with the following:

Contractor shall test all newly installed equipment for compliance with requirements of local, state, and federal regulations and to determine that system is operating properly. Upon completion of installation work, submit to Public Works Project Engineer submittal packet which includes as-built record drawings and copies of all state and local government required paperwork and plan reviews, as well as manufacturers descriptions and specifications for all components of system that were installed as part of Contract. Furnish City of Bustis Fire Department with copy of location drawing that includes description of updated AST.

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2. System Dimensions: 66-3/8" 71.25" Diameter x 222" 225.75" Length, Weight: 6,250/lbs. 9,000/lbs.
3. Two (2) hour rating tested, impact and ballistic tested, UL2085 which passes requirements for NFPA 30-30A to ~~SWRI 97-04 NFPA 30-A~~ fire resistant tank.

Includes:

1. ~~Flameshield~~ Fireguard 3000 gallon Tank Mounted on Saddles with 18" Manway
2. 4" Emergency vents (Qty. = 2)
3. 2" Stack vent
4. ~~#818 clock-gauge~~ Morrison Bro 818 clock gauge with standard float
5. 7/gal. overspill with lockable cap
6. Monitoring well with 2" cap
7. Kruger Interstitial leak gauge
8. Engineered hurricane tie down
9. 3/4" Automatic shut-off nozzle, swivel, breakaway and 12' x 3/4" hose
10. Tank decal kit
11. Painted red oxide primer / 7016 industrial enamel
12. ~~GPI pump & meter assembly w/anti-siphon~~ Wayne S1 dispenser single hose / single product with 10:1 pulser.
13. Permitting, installation, and concrete
14. Bollards
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16. Emergency shut off switch.

PROTECTION OF EXISTING WORK AND FACILITIES

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2. Notify affected utility companies before starting the work and comply with their requirements.
3. Take all measures necessary to safeguard all existing work and facilities that are outside limits of the work or items that are within construction limits but are intended to remain.
4. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection of work.
5. Provide protection for workmen, public, adjacent construction, and occupants of existing building(s).
6. Burning of debris on property not permitted.
7. Provide adequate fire protection.
8. Notify in writing City of Eustis Fire Department Chief, Public Works Project Engineer as well as other authorized agents, of installation schedule at least 15 days prior to beginning tank installation work. Obtain permits, coordinate with local fire officials, and comply with local ordinances governing aboveground tank installations.

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LICENSE INFORMATION

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Licensing: The successful contractor shall be appropriately licensed for the work. Successful

Question 5: Page 15, paragraph 5, line item 12 calls for a " GPI pump and meter assembly w/ anti siphon ". GPI produces a multitude of different pumps and meters with many different delivery rates and power requirements (more than 20 pumps alone). Can you make the specification for the dispenser pump and meter more specific. My recommendation would be for the 13330002 FM-530 meter cabinet with the 133220-05 remote fuel pump. Or a more commonly used dispenser would be the Fill Rite TURFR311 which dispenses up to 35 gpm (most cost effective) or the Fill Rite TU305R remote dispenser with the TUFR313 pump motor.

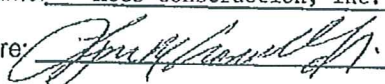
Answer 5: See revised specification statements.

Question 6: Do you expect there to be a time extension on this bid?

Answer 6: No

Question 7: I did not see anything in the bid documents about a bid bond. Just wanted to confirm if one was required for this bid.

Answer 7: No. See solicitation provision 1.9.

Firm Name: Acts Construction, Inc. Date: 12-16-09
Signature:  Title: President
Typed/Printed Name: Lynn N. Croswell, Jr.

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